



**RESOLUTION BY COMMUNITY DEVELOPMENT/
HUMAN RESOURCES COMMITTEE**

03- R -1804
November 3, 2003

AUTHORIZING THE MAYOR TO EXTEND THE TERM OF THE LEASE AGREEMENT WITH ANDREW J. WELLS, A BUREAU OF PARKS EMPLOYEE FOR A ONE (1) YEAR PERIOD, SO AS TO ALLOW HIM TO CONTINUE TO LIVE IN THE CARETAKER'S HOUSE ON THE DEPARTMENT OF PARKS, RECREATION AND CULTURAL AFFAIRS' PROPERTY LOCATED AT 2238 PERKERSON ROAD, S.W., RENT FREE IN EXCHANGE FOR SECURITY AND CARETAKER SERVICES, ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND CULTURAL AFFAIRS, BUREAU OF CULTURAL AFFAIRS; AND FOR OTHER PURPOSES.

Whereas, the Department of Parks, Recreation and Cultural Affairs, Bureau of Cultural Affairs desires to extend the term of a caretaker lease agreement entered into initially on April 13, 1999, with the City of Atlanta employee, Andrew J. Wells, for the purpose of continuing the implementation of a caretaker and security service lease agreement at the property located at 2238 Perkerson Road, S.W., and known as the Gilbert House property, owned by the City of Atlanta; and

Whereas, a selection process was set up in 1999, whereby all employees of the Department of Parks, Recreation and Cultural Affairs had an opportunity to apply to live in the Caretaker's house at the Gilbert House property; and

Whereas, Andrew J. Wells, a City of Atlanta employee who works within the Bureau of Parks was chosen from a list of eligible applicants, and has provided exceptional caretaker/security services in lieu of rent, principally eight (8) hours per week, since April 13, 1999, when his lease agreement was fully signed and executed; and

Whereas, the caretaker lease agreement was Adopted by the Atlanta City Council on February 15, 1999 and Approved by the Mayor on March 5, 1999; and

Whereas, Andrew J. Wells has provided exceptional caretaker/security services seven (7) days a week for a period of one (1) year, with the option to renew by letter of agreement in yearly increments not to exceed a total of three (3) years under the same terms and conditions by mutual consent of both parties; and

Whereas, the Director of the Bureau of Cultural Affairs believes it is necessary to provide for the continuation of the caretaker/security services under the same terms and conditions as the existing lease agreement, for an additional one (1) year period with Andrew J. Wells, due to the fact that his one (1) year lease agreement with the option to renew by letter of agreement in yearly increments not to exceed a total of three (3) years under the same terms and conditions by mutual consent of both parties have been exhausted and will technically expire on December 6, 2003; and



Whereas, in accordance with the City of Atlanta, Code of Ordinances, Code Section 2-6, Lease of city owned houses to certain public officers and other employees, the last appraisal report/valuation analysis for said property list the Fair Market Rental Rate as \$375.00 per month; and

Whereas, past experience has proven that a live-in caretaker is an effective deterrent to vandalism at other locations throughout the system.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

Section 1: That the Mayor be and is hereby authorized to extend the term of the lease agreement with Andrew J. Wells, a City of Atlanta, Department of Parks, Recreation and Cultural Affairs, Bureau of Parks employee for a one (1) year period on behalf of the City of Atlanta, so as to allow him to continue to provide caretaker and security services at the City of Atlanta owned property located at 2238 Perkerson Road, S.W., known as the Gilbert House property in lieu of rent, seven (7) days per week, principally eight (8) hours per week.

Section 2: That the term for this extended lease agreement shall be for a period of one (1) year with all other terms and conditions thereof to continue in full force and effect, except, as herein extended. The lease agreement shall automatically terminate should Mr. Wells cease to be a City employee.

Section 3: That the City Attorney be and is hereby directed to review the prepared extended lease agreement to be approved by the City Attorney as to form for execution by the Mayor

Section 4: That this extended lease agreement period of one (1) year shall not become binding on the City, and that the City shall incur no liability upon the same until such lease agreement has been fully executed by the Mayor and delivered to the Caretaker, Andrew J. Wells.

A true copy,

Phonda Daughin Johnson
Municipal Clerk, CMC

ADOPTED by the Council
APPROVED by the Mayor

NOV 03, 2003
NOV 10, 2003



STATE OF GEORGIA

COUNTY OF FULTON

EXTENDED GILBERT HOUSE CARETAKER LEASE AGREEMENT

This Extended Lease Agreement, made this _____ day of _____, 2003, by and between the City of Atlanta, a municipal corporation of the State of Georgia hereinafter referred to as the "City", and Mr. Andrew J. Wells, hereinafter referred to as "Caretaker".

WITNESSETH:

Whereas, the City has incurred heavy losses due to vandalism in areas where no caretaker lived and is desirous of hiring an on-site caretaker to deter same; and

Whereas, a caretaker's house exists at 2238 Perkerson Road, S.W., (known as the Gilbert House property); and

Whereas, by Resolution adopted by the Atlanta City Council, Atlanta, Georgia, on the _____, day of _____, 2003, and approved by the Mayor on the _____, day of _____, 2003, hereto marked as Exhibit "A" and made a part hereof by reference, the Mayor is authorized to enter into an appropriate Extended Lease Agreement with said Caretaker to continue to perform the appropriate caretaker/security services at the Gilbert House property; and

Whereas, in accordance with the Code of Ordinances of the City of Atlanta, Section 2-6, Lease of city owned houses to certain public officers and other employees the Department of Parks, Recreation and Cultural Affairs has properly selected an acceptable Caretaker; and

Whereas, Andrew J. Wells, a City of Atlanta employee who works within the Bureau of Parks has provided exceptional caretaker/security services at the Gilbert House property for the past four (4) years; and

Whereas, the Director of the Bureau of Cultural Affairs believes it is necessary to provide for the continuation of the services under the same terms and conditions, except as herein extended, as the original lease agreement that was executed on April 13, 1999, by utilizing the same caretaker, Andrew J. Wells for an extended one (1) year period.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, it is agreed between the parties hereto as follows:



1.

The Caretaker does hereby agree:

- a. To reside in the Caretaker's house located on the premises at 2238 Perkerson Road, S.W., Atlanta, Georgia;
- b. To provide security watch over the caretaker's premises at the Gilbert House property, seven (7) days a week and to notify police, fire and other emergency services units as necessary;
- c. To provide custodial and minor maintenance services for a maximum of eight (8) hours per week, without said services constituting overtime work;
- d. That all hours worked subject to item "c" above will be designated by the caretaker's immediate supervisor, Ms. Shara Haney, the District Maintenance Supervisor;
- e. To make any necessary minor repairs to the City owned structure located on said premises;
- f. To perform routine yard and custodial maintenance on the premises and minor repairs to the house, fences and gates, where applicable;
- g. To pay for all utility services related to the caretaker's house, to provide janitorial services to keep the house and immediate grounds clean and sanitary during the week and on week-ends;
- h. To have an operating telephone on-site at all times.


2.

The City agrees to allow the Caretaker to live rent-free in the caretakers' residence located at 2238 Perkerson Road, during the term of this Extended Lease Agreement as consideration for the services to be performed hereunder and in accordance with the Fair Labor Standards Act.

3.

The Caretaker agrees to protect, hold harmless the City, its officers, agents and employees from any and all claims, demands, actions, causes of action, suits, damages, loss and expenses of whatever kind or nature to any person or to any property for anything that may occur in and about the caretaker house by the Caretaker on account of the services or on account of any negligence on the part of the Parks Caretaker.

4.



The term of this Extended Lease Agreement shall be for a period of one (1) year from the date of its execution. Provided further, that either party hereto may terminate this Extended Lease Agreement upon giving of at least thirty (30) days written notice to the other of such intent to terminate. The Extended Lease Agreement shall automatically terminate should Mr. Wells cease to be a City employee.

5.

The parties agree that the term of this Extended Lease Agreement as contained herein, shall constitute the whole and entire agreement between them. No changes which may be mutually agreed upon by and between the City and the Caretaker shall be effective and enforceable until and unless a written amendment to this Extended Lease Agreement has been executed by both parties.

6.

It is understood and agreed upon by the Caretaker and the City that this Extended Lease Agreement shall not become binding upon the City, and the City shall incur no liability upon same until the Extended Lease Agreement has been executed by the Mayor and delivered to the Caretaker.

7.

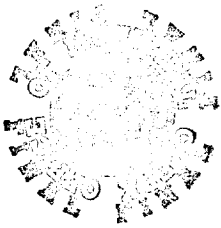
Both parties agree and understand that no subleasing of this facility is allowed or acceptable, under any circumstances. Failure by the Caretaker to adhere to this provision shall serve as an automatic violation of this Extended Lease Agreement and will give the City grounds for terminating the Extended Lease Agreement.

8.

It is further understood that no gambling of any kind will be conducted at this facility.

9.

It is understood by the Caretaker that this house is a City of Atlanta property, located in a highly visible location and as a result his private life can become very public, thus, the Caretaker agrees to behave accordingly. Absolutely no illegal, loud, disruptive, unruly or suspicious activity will be tolerated on the premises.



IN WITNESS WHEREOF, the City by and through its duly authorized officers and Andrew J. Wells have executed this Extended Lease Agreement the day and year first above written.

ATTEST:

CITY OF ATLANTA:

Municipal Clerk

Mayor (SEAL)

ATTEST:

CARETAKER:

Notary Public

Andrew J. Wells

APPROVED:

RECOMMENDED:

Acting Commissioner, Department of Parks, Recreation and Cultural Affairs

Chief Operating Officer

APPROVED AS TO FORM:

APPROVED:

Assistant City Attorney

Chief Procurement Officer
Department of Procurement

APPROVED AS TO INTENT:

APPROVED:

Director, Bureau of Cultural Affairs

Chief Financial Officer

RCS# 5122
11/03/03
1:40 PM

Atlanta City Council

Regular Session

CONSENT I

CONSENT I PGS 1-18 EXCEPT:03-R-1860,
03-O-1653, 03-R-1676
ADOPT

YEAS: 11
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 2
EXCUSED: 0
ABSENT 3

Y Smith	Y Archibong	Y Moore	Y Mitchell
B Starnes	Y Fauver	B Martin	Y Norwood
Y Young	Y Shook	Y Maddox	B Willis
Y Winslow	NV Muller	Y Boazman	NV Woolard

CONSENT I

RCS# 5123
11/03/03
1:41 PM

Atlanta City Council

Regular Session

CONSENT I

CONSENT I 03-R-1860

ADOPT

YEAS: 10
NAYS: 0
ABSTENTIONS: 1
NOT VOTING: 2
EXCUSED: 0
ABSENT 3

Y Smith	Y Archibong	Y Moore	A Mitchell
B Starnes	Y Fauver	B Martin	Y Norwood
Y Young	Y Shook	Y Maddox	B Willis
Y Winslow	NV Muller	Y Boazman	NV Woolard

CONSENT I

RCS# 5124
11/03/03
1:42 PM

Atlanta City Council

Regular Session

CONSENT I

CONSENT I 03-R-1676

ADOPT

YEAS: 9
NAYS: 0
ABSTENTIONS: 1
NOT VOTING: 3
EXCUSED: 0
ABSENT 3

Y Smith	Y Archibong	Y Moore	Y Mitchell
B Starnes	NV Fauver	B Martin	Y Norwood
A Young	Y Shook	Y Maddox	B Willis
Y Winslow	NV Muller	Y Boazman	NV Woolard

CONSENT I

		11-03-03 Council Meeting
ITEMS ADOPTED ON CONSENT	ITEMS ADOPTED ON CONSENT	ITEMS ADVERSED ON CONSENT
1. 03-O-1721 2. 03-O-1723 3. 03-O-1835 4. 03-O-1848 5. 03-O-1678 6. 03-O-1679 7. 03-O-1680 8. 03-O-1681 9. 03-O-1682 10. 03-O-1683 11. 03-O-1684 12. 03-O-1494 13. 03-O-1651 14. 03-O-1652 15. 03-O-1689 16. 03-O-1700 17. 03-O-1701 18. 03-O-1829 19. 03-O-1695 20. 03-O-1375 21. 03-O-1511 22. 03-O-1666 23. 03-O-1667 24. 03-O-1838 25. 03-R-1504 26. 03-R-1658 27. 03-R-1808 28. 03-R-1860 29. 03-R-1861 30. 03-R-1815 31. 03-R-1816 32. 03-R-1817 33. 03-R-1676 34. 03-R-1800 35. 03-R-1804 36. 03-R-1866 37. 03-R-1668 38. 03-R-1810 39. 03-R-1811 40. 03-R-1863	41. 03-R-1869 42. 03-R-1870 43. 03-R-1873 Items Adversed on Consent 44. 03-R-1729 45. 03-R-1730 46. 03-R-1731 47. 03-R-1732 48. 03-R-1733 49. 03-R-1734 50. 03-R-1735 51. 03-R-1736 52. 03-R-1737 53. 03-R-1738 54. 03-R-1739 55. 03-R-1740 56. 03-R-1741 57. 03-R-1742 58. 03-R-1743 59. 03-R-1744 60. 03-R-1745 61. 03-R-1746 62. 03-R-1747 63. 03-R-1748 64. 03-R-1749 65. 03-R-1750 66. 03-R-1751 67. 03-R-1752 68. 03-R-1753 69. 03-R-1754 70. 03-R-1755 71. 03-R-1756 72. 03-R-1757 73. 03-R-1758 74. 03-R-1759 75. 03-R-1760 76. 03-R-1761 77. 03-R-1762 78. 03-R-1763 79. 03-R-1764	80. 03-R-1765 81. 03-R-1766 82. 03-R-1767 83. 03-R-1768 84. 03-R-1769 85. 03-R-1770 86. 03-R-1771 87. 03-R-1772 88. 03-R-1773 89. 03-R-1774 90. 03-R-1775 91. 03-R-1776 92. 03-R-1777 93. 03-R-1778 94. 03-R-1779 95. 03-R-1780 96. 03-R-1781 97. 03-R-1782 98. 03-R-1783 99. 03-R-1784 100. 03-R-1785 101. 03-R-1786 102. 03-R-1787 103. 03-R-1788 104. 03-R-1789 105. 03-R-1790 106. 03-R-1791 107. 03-R-1792 108. 03-R-1793 109. 03-R-1794 110. 03-R-1795 111. 03-R-1796 112. 03-R-1797 113. 03-R-1798 114. 03-R-1799 115. 03-R-1840 116. 03-R-1003

03-*p*-1804

(Do Not Write Above This Line)

RESOLUTION BY COMMUNITY DEVELOPMENT/
HUMAN RESOURCES COMMITTEE

AUTHORIZING THE MAYOR TO EXTEND THE TERM OF THE LEASE AGREEMENT WITH ANDREW J. WELLS, A BUREAU OF PARKS EMPLOYEE FOR A ONE (1) YEAR PERIOD, SO AS TO ALLOW HIM TO CONTINUE TO LIVE IN THE CAERTAKER'S HOUSE ON THE DEPARTMENT OF PARKS, RECREATION AND CULTURAL AFFAIRS' PROPERTY LOCATED AT 2238 PERKERSON ROAD, S.W., RENT FREE IN EXCHANGE FOR SECURITY AND CARETAKER SERVICES, ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND CULTURAL AFFAIRS, BUREAU OF CULTURAL AFFAIRS; AND FOR OTHER PURPOSES.

ADOPTED BY

NOV 03 2003

COUNCIL

- ☐ CONSENT REFER
- ☐ REGULAR REPORT REFER
- ☐ ADVERTISE & REFER
- ☐ 1st ADOPT 2nd READ & REFER
- ☐ PERSONAL PAPER REFER

Date Referred

Referred To:

Date Referred

Referred To:

Date Referred

Referred To:

First Reading

Committee _____
Date _____
Chair _____
Referred to _____

Committee <i>C3/HR</i>	Committee
Date <i>10/28/03</i>	Date
Chair <i>John J. Starnes</i>	Chair
Action: Fav, Adv, Hold (see rev. side)	Action: Fav, Adv, Hold (see rev. side)
Other:	Other:
Members <i>Land Shook</i> <i>Mary J. Woods</i>	Members
Refer To	Refer To

Committee	Committee
Date	Date
Chair	Chair
Action: Fav, Adv, Hold (see rev. side)	Action: Fav, Adv, Hold (see rev. side)
Other:	Other:
Members	Members
Refer To	Refer To

FINAL COUNCIL ACTION

☐ 2nd ☐ 1st & 2nd ☐ 3rd
Readings
☒ Consent ☐ V Vote ☐ RC Vote

CERTIFIED

CERTIFIED
NOV 03 2003
ATLANTA CITY COUNCIL PRESIDENT
Latoya M. Boyland

CERTIFIED
NOV 03 2003
Donald D. Johnson
MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED
Andy Stanley
NOV 10 2003
MAYOR